

1      **MUSICK, PEELER & GARRETT LLP**

2      ATTORNEYS AT LAW

3      ONE WILSHIRE BOULEVARD, SUITE 2000  
4      LOS ANGELES, CALIFORNIA 90017-3383  
5      TELEPHONE (213) 629-7600  
6      FACSIMILE (213) 624-1376

7      Dan Woods (State Bar No. 78638)

8      *d.woods@mpglaw.com*

9      Adam M. Weg (State Bar No. 269320)

10     *a.weg@mpglaw.com*

11     Attorneys for J.G. BOSWELL COMPANY

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13                    **UNITED STATES DISTRICT COURT**  
14                    **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

15     TRADELINE ENTERPRISES PVT.  
16     LTD.,

17     CASE No. 2:15-CV-8048-JAK  
18     (RAOx)

19     Plaintiff,

20                    **JOINT STATUS REPORT**

21     vs.  
22     JESS SMITH & SONS COTTON,  
23     LLC; and J.G. BOSWELL COMPANY,

24     Defendant.

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1 Plaintiff Tradeline Enterprises Pvt. Ltd. ("Tradeline"), Defendant Jess Smith  
 2 & Sons Cotton, LLC ("Jess Smith"), and Defendant J. G. Boswell Company  
 3 ("Boswell") respectfully submit this Joint Status Report pursuant to the Court's  
 4 Order dated October 1, 2019 (Dkt. 121).

5 The parties engaged in a meaningful meet-and-confer process via telephone  
 6 conferences on October 2, 4, 8, and 11, and via email exchanges on October 1, 2, 8,  
 7 10, and 11. During the meet-and-confer, counsel for Tradeline stated that the  
 8 funding agreements require notice to the funder before they and the documents  
 9 listed on the privilege log are disclosed. Counsel for Tradeline notified the funder  
 10 of the potential disclosure on October 8, and gave the funder until October 21 to  
 11 object to the disclosure. As a result, the parties are waiting until October 22 to  
 12 determine whether to proceed with any of the proposed measures below.

13 As a result of the meet-and-confer process, and assuming that the funder does  
 14 not object to production of the funding agreements, counsel for Tradeline has  
 15 proposed the following:

16 1. Tradeline will produce the documents on its privilege log, which include  
 17 the funding agreements, for inspection, but not copying or photographing, at its  
 18 counsel's office, with an agreed-upon stipulation that doing so does not waive any  
 19 claim of privilege or protection;

20 2. After or during the inspection, Jess Smith and Boswell will identify in  
 21 good faith which documents that they believe are discoverable on the issues raised  
 22 by their motion to amend the judgment;

23 3. If Defendants do not identify any other documents, Tradeline will produce  
 24 the funding agreement, the supplement to the funding agreement, and the  
 25 reimbursement agreement with its funder. Defendants will then withdraw their  
 26 opposition to the motion to withdraw by Tradeline's counsel;

27 4. If Defendants identify documents that they believe in good faith are  
 28 discoverable on the issues raised by their motion to amend the judgment, Tradeline

1 will consider in good faith whether to produce them. If Tradeline agrees to produce  
 2 all of them, Tradeline will also produce the three agreements listed in no. 3 above  
 3 and Defendants will withdraw their opposition to the motion to withdraw by  
 4 Tradeline's counsel;

5       5. If Defendants identify documents that they believe are discoverable on the  
 6 issues raised by their motion to amend the judgment and Tradeline does not agree to  
 7 produce all of them, the parties will submit the disputed documents either to this  
 8 Court or to Magistrate Judge Oliver, at this Court's direction, for an in camera  
 9 review with a yet to be agreed-upon stipulation about the nature and scope of the  
 10 review. The parties will enter into an agreed-upon stipulation that doing so does not  
 11 waive any claim of privilege or protection. After this Court rules on the documents  
 12 itself or either affirms or reverses any ruling by Magistrate Judge Oliver, Tradeline  
 13 will produce the three agreements listed in no. 3 above and whatever documents it is  
 14 ordered to produce. Defendants will then withdraw their opposition to the motion to  
 15 withdraw by Tradeline's counsel; and

16       6. Counsel for Tradeline agrees to retain all documents listed on its privilege  
 17 log and those pertaining to this case, including without limitation all documents  
 18 pertaining to or mentioning the funder, until written notification from counsel for  
 19 Defendants that the case is over.

20       The parties expect to continue to make progress on these issues, but they need  
 21 to wait until October 21 to see if the funder objects to any disclosures, and then they  
 22 will determine how to proceed with the proposed measures above. The parties will  
 23 file another joint status report with the Court on these issues on or before November  
 24 5, 2019.

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1 Dated: October 15, 2019

Respectfully submitted,

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3 **QUINN EMANUEL URQUHART  
& SULLIVAN, LLP**

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5 By: /s/ Dominic Surprenant

6  
7 Dominic Surprenant, SBN 165861  
Paul Slattery, SBN 285291

8 865 South Figueroa Street, 10th Floor  
9 Los Angeles, California 90017-2543  
Tel: (213) 443-3000

10  
11 *Attorneys for Tradeline Enterprises Pvt.  
Ltd.*

12 Dated: October 15, 2019

13 **MUSICK, PEELER &  
GARRETT LLP**

14 By: /s/ Dan Woods

15  
16 Dan Woods, SBN 78638  
Adam M. Weg, SBN 269320  
17 624 S. Grand Ave., Suite 2000  
Los Angeles , CA 90017  
18 Phone: (213) 629-7600  
*Attorneys for J. G. Boswell Company*

19  
20 Dated: October 15, 2019

**STOEL RIVES LLP**

21 By: /s/ Edward C. Duckers

22  
23 Edward C. Duckers, SBN 242113  
24 Three Embarcadero Center, Suite 1120  
25 San Francisco, CA 94111  
Telephone: (415) 617-8900  
26 *Attorneys for Jess Smith & Sons Cotton,  
LLC*

